

BILL NO. S-89-10-02

SPECIAL ORDINANCE NO. S-161-89

AN ORDINANCE approving  
Contract FOR ROOF REPAIR FOR  
FIRE STATION #7 AND #11  
between CMS ROOFING, INC. and  
the City of Fort Wayne,  
Indiana, in connection with  
the Board of Public Works and  
Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON  
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract FOR ROOF REPAIR FOR  
FIRE STATION #7 AND #11 by and between CMS ROOFING, INC. and  
the City of Fort Wayne, Indiana, in connection with the  
Board of Public Works and Safety, is hereby ratified, and  
affirmed and approved in all respects, respectfully for:

Roof Repair for Fire Stations  
#7 and #11;

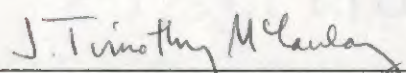
involving a total cost of Twenty-Two Thousand, Two Hundred  
Sixty and no/100 Dollars (\$22,260.00).

SECTION 2. Prior Approval has been requested from  
Common Council on September 5, 1989. Two copies of said  
Contract are on file with the Office of the City Clerk and  
made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full  
force and effect from and after its passage and any and all  
necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney





AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a  
STIPULATED SUM

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the <sup>27th</sup> ~~twelfth~~ (12th) day of September in the year of  
Nineteen Hundred and eighty-nine (1989)

**BETWEEN** the Owner: The City of Fort Wayne  
(Name and address) through the Board of Public Works  
One Main Street  
Fort Wayne, Indiana 46802

and the Contractor: CMS Roofing, Inc.  
(Name and address) P.O. Box 8585  
Fort Wayne, Indiana 46898

The Project is: Roof Repair for Fire Station Number Seven (#7), 1622 Lindenwood  
(Name and location) Avenue, Fort Wayne, Indiana 46808 and Roof Repair and Replacement  
for Fire Station Number Eleven (#11), 405 East Rudisill Boulevard,  
Fort Wayne, Indiana 46806.

The Architect is: Grinsfelder Associates Architects, Inc.  
(Name and address) 903 West Berry Street  
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.



**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2**  
**THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

within 30 calendar days of the signing of the Contract, weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

within 21 calendar days or 15 working days, weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of twenty-two thousand two hundred sixty and no hundredths Dollars (\$22,260.00), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

Fire Station # 7 Roof Repair	\$ 8,380.00
Fire Station #11 Roof Repair and Roof Replacement for Roof Area "A".	<u>\$13,880.00</u>
Total	\$22,260.00

**4.3** Unit prices, if any, are as follows:

None.



## **ARTICLE 5**

### **PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or less~~  
~~or more~~

**5.3** Provided an Application for Payment is received by the Architect not later than the ~~the~~ fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the ~~thirtieth (30th)~~ thirtieth (30th) day of the ~~same~~ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~days~~ after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ~~ten~~ ten percent (~~10~~ 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~ten~~ ten percent (~~10~~ 10 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and~~ ninety-five percent (~~95~~ 95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows: None.

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*



## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~XXXXXX~~

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

None.

## **ARTICLE 8**

### **TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 2, 1989, and are as follows:

Document	Title	Pages
Article 1	The Contract Documents	SGC-1
Article 1.1.1	Definition	SGC-1
Article 2	Architect	SGC-1
Article 2.1.1	Definition	SGC-1
Article 3	Owner	SGC-1
Article 3.1.1	Definition	SGC-1
Article 4	Contractor	SGC-1
Article 4.10	Progress Schedule	SGC-1
Article 4.13	Use of Site	SGC-2
Article 7	Miscellaneous Provisions	SGC-2
Article 7.1.1	Governing Law	SGC-2
Article 9	Payments & Completion	SGC-2
Article 9.3	Applications for Payment	SGC-2
Article 11	Insurance	SGC-2 through SGC-3

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
General Requirements		GR-1 through GR-5
Division 1	Demolition	1-1 through 1-2
Division 2	Insulation	2-1 through 2-2
Division 3	Roofing	3-1 through 3-3
Division 4	Flashing	4-1 through 4-2
Division 5	Caulking	5-1
Division 6	Miscellaneous	6-1



**9.1.5** The Drawings are as follows, and are dated August 2, 1989

unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
<u>Drawings for Fire Station Number Seven (#7)</u>		
Sheet A-1	Roof Plan	August 2, 1989
Sheet A-2	Roof Drain Detail, Expansion Joint Detail	August 2, 1989
Sheet A-3	Box Flashing Detail	August 2, 1989
Sheet A-4	Parapet Detail, Counterflashing Detail	August 2, 1989
Key Note Legend for Fire Station #7.		

Drawings for Fire Station Number Eleven (#11)

Sheet A-1	Roof Plan	August 2, 1989
Sheet A-2	Roof Drain Detail, Expansion Joint Detail	August 2, 1989
Sheet A-3	Parpet Detail, Counterflashing Detail	August 2, 1989
Sheet A-4	Existing Parapet Condition	August 2, 1989
Key Note Legend for Fire Station #11.		

**9.1.6** The Addenda, if any, are as follows:

Number	Date	Pages
None.		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.



**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

1. Quotation dated August 23, 1989.
2. Certificate of Insurance (General Liability, Workmens Compensation, Automobile Liability, Excess Liability).

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

City of Fort Wayne  
Board of Public Works  
OWNER One Main Street  
Fort Wayne, IN 46802

  
(Signature)

Charles Layton, Chairman  
(Printed name and title)

CMS Roofing, Inc.  
CONTRACTOR P.O. Box 8585  
Fort Wayne, IN 46898

  
(Signature)

Bradley W. Miller, Vice President  
(Printed name and title)



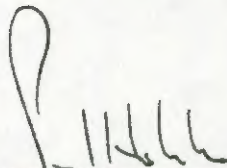
BOARD OF PUBLIC WORKS & SAFETY (contd.)



\_\_\_\_\_  
Michael McAlexander  
Director of Public Safety

\_\_\_\_\_  
Douglas M. Lehman  
Director of Administration & Finance

By:

  
\_\_\_\_\_  
Paul Helmke, Mayor



Read the first time in full and on motion by Sandra E. Kennedy, seconded by James, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T. of \_\_\_\_\_

DATED: 10-10-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Sandra E. Kennedy, seconded by Bradbury, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GIAQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 10-24-89

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. A-161-89  
on the 24th day of October, 1989,

Sandra E. Kennedy ATTEST  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Redd  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of October, 1989, at the hour of 11:30 o'clock 7 .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of October, 1989, at the hour of 3:00 o'clock P .M., E.S.T.

Paul Helmke  
PAUL HELMKE, MAYOR



TITLE OF ORDINANCE Contract for Roof Repair for Fire Stations #7 & 11

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract for Roof Repair for Fire Stations #7 & #11. CMS Roofing, Inc. is the contractor.

PRIOR APPROVAL RECEIVED ON 9/5/89

*J. 89-10-02*

EFFECT OF PASSAGE Improved Roof Conditions at Fire Stations #7 & 11

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$22,260.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-89-10-02

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN  
THOMAS C. HENRY, VICE CHAIRMAN  
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS  
REFERRED AN ~~(ORDINANCE)~~ (RESOLUTION) approving Contract FOR  
ROOF REPAIR FOR FIRE STATION #7 AND #11 between CMS ROOFING INC.  
and the City of Fort Wayne, Indiana, in connection with the  
Board of Public Works and Safety

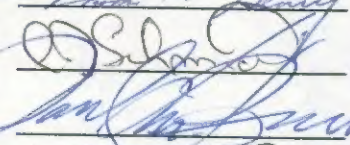
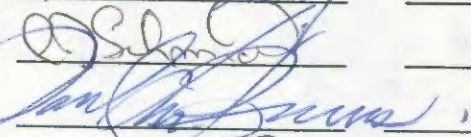
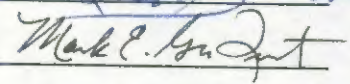
HAVE HAD SAID ~~(ORDINANCE)~~ (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
~~(ORDINANCE)~~ (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DATED: 10-24-89.

Sandra E. Kennedy  
City Clerk